



MORONGO UNIFIED SCHOOL DISTRICT
BID #22-02 CULINARY KITCHEN EQUIPMENT
BID PACKET

Morongo Unified School District
5715 Utah Trail
PO Box 1209
29 Palms, Ca 92277

Bid Opening: November 30, 2021 10:00 a.m.

NOTICE TO BIDDERS
BID #22-02
CULINARY KITCHEN EQUIPMENT

The Morongo Unified School District is soliciting bids for Culinary Kitchen Equipment. Bids will be received until *Tuesday, November 30, 2021, at 10:00 a.m.* Faxed bids will not be accepted. Bids shall be labeled Bid #22-02 Culinary Kitchen Equipment and must be delivered to Morongo Unified School District Purchasing Department, Attention: Director of Purchasing, 5715 Utah Trail #1209, 29 Palms, Ca 92277, as illustrated below. Date and time of bid opening must appear on bid envelope.

The Morongo Unified School District is working in conjunction with the City of 29 Palms to provide the equipment required for a new culinary arts kitchen, the kitchen will be used by the culinary arts class of 29 Palms High School. The equipment bid must include delivery and installation at the new kitchen location of 6547 Yucca Avenue, 29 Palms, Ca 92277. The coordination of the installation will be provided by the District, in conjunction with the City of 29 Palms, as the construction progresses. Awarded vendor is also to provide all training on the equipment. The purchase, and installation will happen in two phases (priority and cost and funding windows).

Bid tabulations will be available *after* the December 14, 2021 Board Meeting. Please visit <https://www.morongousd.com/Contractors.aspx>, and click on the blue link to the left (Available Bids).

If you have any questions regarding the bid, please e-mail Marilyn Waters, Director of Purchasing at marilyn.waters@morongo.k12.ca.us, by November 10, 2021, so that adequate time is allowed to check with the bid requestors. All forms in the bid packet are required in order to be considered a responsive and responsible bid.

MORONGO UNIFIED SCHOOL DISTRICT

Sharon Flores
Assistant Superintendent of Business

The Morongo Unified School District is soliciting bids for Culinary Kitchen Equipment. Bids will be received until Tuesday, November 30, 2021, at 10:00 a.m. Faxed bids will not be accepted. Bids shall be labeled Bid #22-02 Culinary Kitchen Equipment and must be delivered to Morongo Unified School District Purchasing Department, Attention: Director of Purchasing, 5715 Utah Trail #1209, 29 Palms, Ca 92277, as illustrated below. Date and time of bid opening must appear on bid envelope.

ALL items noted, are “Or Equal” and will be considered, it is imperative that bidders clearly identify the brands, product numbers, package quantities and unit prices for the items bid. Any ambiguities in your bid will be cause for rejection of that item. If there is any question as to the “or equal” nature of the alternate offering, please include product cut sheets and provide the Substitution Request Form for each. Please review the attached General Conditions and Instructions for bidding prior to preparing your bid.

Bid pricing to remain fixed through May 31, 2022. If unable to hold pricing, district shall be notified in writing 30 days prior to any price increase. Any price increases must be a result of and evidenced by documentation supporting manufacturer price increase.

The Morongo Unified School District is working in conjunction with the City of 29 Palms to provide the equipment required for a new culinary arts kitchen, the kitchen will be used by the culinary arts class of 29 Palms High School. The equipment bid must include installation at the new kitchen location of 6547 Yucca Avenue, 29 Palms, Ca 92277. The coordination of the installation will be provided by the District, in conjunction with the City of 29 Palms. Awarded vendor is also to provide all installation and training on the equipment. The purchase, and installation will happen in two phases (priority and cost and funding windows). Awarded vendor must also provide a liaison with the Purchasing department so that the equipment can be barcoded and all warranty information provided so as to allow the District to enter the equipment into their asset management system.

Outside of the Bid documents, this packet is a compilation of documents put together by the kitchen consultant for the City of 29 Palms. Bidders should only view the K-12 Equipment Specification as well as the K-12 Equipment Cut sheets on the attached Twentynine Palms Community Center Specification packet (begins at yellow sheets). The packet includes all items required as well as the “custom” fabricated items that will be required.

All items must be bid, delivered, F.O.B. the new Culinary Arts Kitchen, 6547 Yucca Avenue, 29 Palms, Ca 92277.

Bid tabulations will be available after the December 14, 2021 Board Meeting. Please visit <https://www.morongousd.com/Contractors.aspx>, and click on the blue link to the left (Available Bids).

If you have any questions regarding the equipment in this bid package, please e-mail Marilyn Waters at marilyn.waters@morongo.k12.ca.us, and David Daniels at david.daniels@morongo.k12.ca.us, by November 12, 2021 at 12:00 p.m., so that we have time to check with the bid requestors. All forms in this packet are required in order to be considered a responsive and responsible bid. I look forward to receiving your bid.

Marilyn Waters
Director of Purchasing

MORONGO UNIFIED SCHOOL DISTRICT
5715 UTAH TRAIL #1209
TWENTYNINE PALMS, CA
92277

GENERAL CONDITIONS AND
INSTRUCTIONS FOR
BIDDING

CULINARY KITCHEN EQUIPMENT
BID #22-02

1. All bids, in order to be considered for acceptance, shall be sealed and delivered to the Purchasing Department, 5715 Utah Trail #1209, 29 Palms, California, 92277 on or before Tuesday, November 30, 2021 at 10:00 a.m., and will be opened and read publicly soon thereafter. Date and time of opening shall appear on bid envelope. It is the bidder's responsibility to ensure bid has been received on time. Late bids will not be accepted.
2. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code Section 5100 et seq.
3. All prices or notations must be typed or written in ink on the enclosed MUSD Bid Form. Bids written with pencil will not be accepted. Verify all quotations before submission, as they cannot be corrected after the bids are opened.
4. All items are to be bid delivered F.O.B. the Culinary Arts Kitchen at 6547 Yucca Avenue, 29 Palms, Ca 92277, and include installation. No charge for containers, packing, draying, handling or any other purpose will be allowed over and above the prices bid.
5. Bidders are limited to one price per line item. Multiple bids by a single vendor will not be accepted. Taxes shall NOT be included in the unit prices of the materials. The District will pay only the State sales and use taxes. Federal excise taxes are not applicable to school districts.
6. The successful bidder shall not be held responsible for delays in performance of the contract caused by strikes, lockouts, labor disturbances, lack of or failure by transportation, acts of the government or other causes similar to the foregoing which are beyond the control of and are not the fault of the bidder; provided however, that whenever the bidder shall claim that delays are due to any or all of the above-named causes he shall within five days after the occurrence of existing cause or causes of delay request extension of time from the Governing Board of the District; such request shall be in writing and shall state in detail the reason or reasons why the said cause or cause of delay will prevent timely delivery. If the Governing Board finds that extension of time equal to the delay resulting from such cause or causes of, the Governing Board may, at its option, rescind the contract.
7. The delivery date of supplies, equipment, or services shall be as specified on the district's Purchase Order, 30 days or less from the date of the Purchase Order, or otherwise coordinated with the District.

8. All of the items specified will be considered and awarded individually or collectively, whichever is in the best interest of the district.

9. The District/Board of Education reserves the right to reject any or all bids and to waive any informality in the bidding.

10. Return of supplies for warranty purposes shall be free of all cost to the District.

11. Bidders may elect to bid on any or all items on this bid. **“ALL OR NOTHING” BIDS WILL NOT BE ACCEPTED.**

12. Pursuant to Public Contract Code Sections 20118 and 20265, other school districts, public agencies, political subdivisions, municipalities and tax supported agencies in the State of California, including but not limited to Cities, Counties, County Office of Educations, State Agencies, and Public School Districts may purchase products and/or associated alternates under same terms and conditions of this bid. The District waives its right to require other districts to draw their warrant in favor of the district and authorizes each district/agency to make payments directly to the successful bidder.

13. Bidders have the option to accept or decline this piggyback option on a per request basis. Does Bidder want to make this bid piggybackable? Yes _____ No _____. Whichever choice the bidder makes will not reflect on the outcome of this bid.

14. Alternate supplies, equipment, or services will be considered. The Board of Education reserves the right to be sole judge of the merit and suitability of such supplies, equipment or services.

15. Detailed specification must be submitted for each item that is bid by the vendor when it is not bid as specified. Failure to submit the specifications with the bid for substituted items may be considered reason for disqualification of bid.

16. Should any bidder question or protest the award of contract to the apparent low bidder(s), such question or protest must be furnished in writing to the Director of Purchasing no later than three (3) working days following the date of bid opening. Such submittal must fully explain the basis of objection supported by all relevant information, facts, and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria).

17. Per Public Contract Code Section 20117, if two or more bids are identical in all respects, the district may determine by lot which bidder will be awarded the contract. This requirement applies to competitive bidding for the purchase, sale or lease of real property, supplies, material, equipment service, bonds, or the awarding of any contract.

18. Each bidder must return a fully executed Non-Collusion Declaration, as required by Public Contract Code section 7106, with the completed bid proposal. The non-collusion declaration is included in this bid package.

19. If an awarded bidder defaults, the District may procure the materials or services from other sources, typically the 2nd place bidder, and may recover the loss occasioned thereby from any unpaid balance due. In the event of litigation, the bid documents, specifications, and related matter shall be governed by and construed in the accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Bernardino County.

20. In the event of litigation, the bid documents, specifications, and related matter shall be governed by and construed in the accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in the County of San Bernardino.

21. Bid must include installation and training and the option for the district to purchase the equipment in Two-phases (based on priority, cost and funding windows).

22. Please note that all items spec'd are "Or Equal". If substitutions are quoted, please attach a Substitution Request form for each item.

SUBSTITUTION REQUEST FORM
MUSD Culinary Kitchen
Equipment
Bid No. 22-02

Company Name: _____

Address: _____

Phone / Fax: _____

Line Item on Bid: _____

Description: _____

Proposed Product: _____

Proposed Prod. #: _____

Provide Point-By-Point comparative data and detailed specifications and this form with your bid.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to the specified products performance.
- Same warranty (if applicable) will be furnished for proposed substitution as for specified product.
- Proposed substitution does not affect Functional Performance Values.

Submitted by: _____

Signed by: _____

REVIEW AND ACTION:

- Substitution approved - Substitution approved as noted
- Substitution rejected – Reason: _____
- Substitution Request received too late - Use specified materials.

Signed by: _____

Date: _____

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Print Name

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we
_____ as principal, and

_____ as Surety, are held and firmly bound
unto the MORONGO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT or the DISTRICT, in the
penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the
said DISTRICT for the work described below for the payment of which sum in lawful money of the United States,
well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the
accompanying bid dated _____, 20 __, for

BID #22-02 CULINARY KITCHEN EQUIPMENT

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the
opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is
awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5)
days after the prescribed forms are presented to him for signature, enter into a written contract with the DISTRICT,
in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required
for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid
within the period specified or the failure to enter into such contract and give such bonds within the time specified,
if the Principal shall pay the DISTRICT the difference between the amount specified in said bid and the cost of
labor, material and supplies, if the latter amount be in excess of the former, together with all costs incurred by the
DISTRICT in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain
in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to
the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications
accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of
any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the
work, or to the specifications.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all
costs incurred by the DISTRICT in such suit, including attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this
_____ day of _____, 20 __, the name and corporate seal of each corporate party being
hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its
governing body.

(Corporate Seal)

Principal (Proper Name of Bidder)

By _____

Signature of Bidder

(Corporate Seal of surety)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact
Certificate and Required
Acknowledgments)

Name and address of California Agent of Surety

Telephone number of California Agent of Surety

MORONGO UNIFIED SCHOOL DISTRICT
5715 UTAH TRAIL
29 PALMS, CA 92277

HOLD HARMLESS

CONTRACTOR shall hold harmless, defend and indemnify District and its officers, officials, employees and volunteer from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District.

Date _____

Consultant Signature

Please Print Name

Bid #22-02

IMPORTANT NOTICE:

PROPOSAL DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted on or before the Submittal Deadline to be a valid bid.

- Signed Bid Form
- Notarized Bid Bond
- Non-Collusion Declaration
- Hold Harmless Form
- Substitution Request Form (If necessary)

MORONGO UNIFIED SCHOOL DISTRICT
CULINARY KITCHEN EQUIPMENT

BID #22-02

BID FORM

ITEM # PRICE PER UNIT w/ALL PARTS EXTENDED PRICE AS SPEC'D OR EQUAL

ITEM #1	_____	_____	_____
ITEM #2	_____	_____	_____
ITEM #3	_____	_____	_____
ITEM #5	_____	_____	_____
ITEM #6	_____	_____	_____
ITEM #12	_____	_____	_____
ITEM #13	_____	_____	_____
ITEM #14	_____	_____	_____
ITEM #15	_____	_____	_____
ITEM #16	_____	_____	_____
ITEM #17	_____	_____	_____
ITEM #18	_____	_____	_____
ITEM #19	_____	_____	_____
ITEM #20	_____	_____	_____
ITEM #21	_____	_____	_____
ITEM #23	_____	_____	_____
ITEM #34	_____	_____	_____

ITEM # PRICE PER UNIT w/ALL PARTS EXTENDED PRICE AS SPEC'D OR EQUAL

ITEM #35	_____	_____	_____
ITEM #38	_____	_____	_____
ITEM #42	_____	_____	_____
ITEM #43	_____	_____	_____
ITEM #44	_____	_____	_____
ITEM #45	_____	_____	_____
ITEM #46	_____	_____	_____
ITEM #47	_____	_____	_____
ITEM #48	_____	_____	_____
ITEM #49	_____	_____	_____
ITEM #52	_____	_____	_____
ITEM #54	_____	_____	_____
ITEM #55	_____	_____	_____
ITEM #56	_____	_____	_____
ITEM #57	_____	_____	_____
ITEM #58	_____	_____	_____
ITEM #59	_____	_____	_____
ITEM #60	_____	_____	_____
ITEM #61	_____	_____	_____
ITEM #66	_____	_____	_____
ITEM #67	_____	_____	_____
ITEM #68	_____	_____	_____
ITEM #69	_____	_____	_____
ITEM #70	_____	_____	_____
ITEM #71	_____	_____	_____

ITEM #	PRICE PER UNIT w/ALL PARTS	EXTENDED PRICE	AS SPEC'D OR EQUAL
ITEM #74	_____	_____	_____
ITEM #75	_____	_____	_____
ITEM #80	_____	_____	_____
ITEM #81	_____	_____	_____
ITEM #82	_____	_____	_____
ITEM #83	_____	_____	_____
ITEM #84	_____	_____	_____
ITEM #85	_____	_____	_____
ITEM #86	_____	_____	_____

LABOR/INSTALLATION COST: _____

TRAINING COST (IF ANY): _____

EQUIPMENT AVAILABILITY ESTIMATE: _____

COMMENTS:

Signature

Date

TABLE OF CONTENTS

11 40 00.....	3
CITY EQUIPMENT SPECIFICATIONS.....	23
K12 EQUIPMENT SPECIFICATION.....	28
CITY EQUIPMENT CUTSHEETS.....	41
K12 EQUIPMENT CUTSHEETS.....	82